

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

-----X
STAR REEFERS POOL INC.,

Plaintiff,

CASE NO. _____

-against-

A Cargo of NINETY-SIX (96) REEFER
CONTAINERS, their equipment, appurtenances, etc.,
in rem, and KALISTAD LIMITED, JFC GROUP CO.
LTD., WHILM MANAGEMENT LIMITED and
BONANZA FRUIT CO. S.A. CORPBONANZA, *in*
personam,

VERIFIED COMPLAINT

Defendants.
-----X

Plaintiff, Star Reefers Pool Inc. ("Star Reefers"), by its undersigned attorneys,
complaining of the defendants, a Cargo of Ninety-Six (96) Reefer Containers as described on
Schedule A attached hereto ("Cargo"), *in rem*, and Kalistad Limited ("Kalistad"), JFC Group Co.
Ltd. ("JFC Group"), Whilm Management Limited ("Whilm"), and Bonanza Fruit Co. S.A.
CORPBONANZA ("Bonanza"), *in personam*, alleges upon information and belief as follows:

PARTIES

1. At all relevant times, plaintiff Star Reefers was and now is a corporation
duly organized and existing under the laws of a foreign country, with an office and principal
place of business at Ugland House, South Church Street, George Town, Grand Cayman KY1-
1104, Cayman Islands.

2. At all relevant times, Star Reefers owned and operated the M/V Avelona
Star, the M/V Almeda Star, the M/V Cape Town Star (collectively, "the Vessels") among

various ports of the world in the ocean carriage of goods by water for hire, including the port of New Bedford, Massachusetts and elsewhere in the United States.

3. At all relevant times, defendant Cargo was and now consists of a cargo of ninety-six (96) reefer containers as described in Schedule A attached hereto, which upon information and belief are owned, operated, leased or otherwise belong to defendants Kalistad, JFC Group and/or Whilm, and which are located within this district and the jurisdiction of this Honorable Court at Maritime Terminal, Inc., New Bedford, Massachusetts.

4. At all relevant times, defendant Kalistad was a foreign business entity with an office and place of business at Verenikis 2, Egkomi P.C. 2413, Nicosia, Cyprus, and/or at Maximos Plaza, Tower 3, Office 3101, Maximos Michaelides Street, 6, 3106, Limassol, Cyprus; was a wholly-owned subsidiary of JFC Group; was authorized to do business in the State of New York; and was a time charterer of the Vessels.

5. At all relevant times, defendant JFC Group was a foreign business entity with an office and place of business at Sofiyskaja Str. 60 Lit. D, 192241, St. Petersburg, Russia, and at 18A, Petrogradskaya embankment, City business-centre, 197046, St. Petersburg, Russia; and was a wholly-owned subsidiary of JFC Group Holding (BVI) Ltd.

6. At all relevant times, defendant Whilm was a foreign business entity with an office and place of business at Trident Chambers, P.O. Box 146, Road Town, British Virgin Islands; was a wholly-owned subsidiary of JFC Group; and was authorized to do business in the State of New York.

7. At all relevant times, defendant Bonanza was a foreign business entity with an office and place of business at Cdia. Kennedy Norte – Av. Francisco de Orellana, Guayaquil, Ecuador, and at 18A, Petrogradskaya embankment, City business-centre, 197046, St.

Petersburg, Russia; was a wholly-owned subsidiary of JFC Group; and was a shipper of the Cargo on the M/V Avelona Star ("the Vessel").

8. By charter party dated April 4, 2008, on an amended Baltimore 1939 form, Star Reefers, as owner, chartered the M/V Avelona Star and the M/V Almeda Star to Kalistad for a period of 36 months, plus or minus 30 days in charterer's option.

9. By charter party dated July 15, 2008, on an amended Baltimore 1939 form, Star Reefers, as owner, chartered the M/V Cape Town Star to Kalistad for a period of 36 months, plus or minus 30 days in charterer's option.

10. At all relevant times, defendant JFC Group was a parent company of Kalistad and guaranteed "in every way" Kalistad's "due performance" of the above-described charters of the Vessels ("the Charters"), including but not limited to the payment of charter hire.

11. At all relevant times, JFC was a parent company of defendants Whilm and Bonanza.

12. At all relevant times, Kalistad and/or Whilm owned and/or leased the Cargo.

13. At all relevant times, Whilm leased, sold or transferred its interest in all or part of the Cargo to Kalistad, upon information and belief.

JURISDICTION AND VENUE

14. This is a case of admiralty and maritime jurisdiction pursuant to 28 U.S.C. §1333, and is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, in that it involves claims for breach of a maritime contract

for the charter of a vessel and for breach of contract or bailment for the ocean carriage of cargo from a foreign port to a port in the United States.

15. This Court also has supplemental jurisdiction, pursuant to 28 U.S.C. § 1367, over all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

16. Venue is proper in this district pursuant to 28 U.S.C. § 1391 in that the Cargo which is the subject of this action is located within this district.

**FIRST CAUSE OF ACTION:
BREACH OF CHARTER – MARITIME LIEN**

17. Pursuant to the Charters, Star Reefers delivered the Vessels to Kalistad and JFC Group on or about November 29, 2008 and December 1, 2008.

18. Kalistad operated the Vessels under the Charters and paid hire to Star Reefers during the period of the Charter until about July 2010.

19. During this period, Kalistad, on its own and through Whilm and Bonanza, loaded reefer containers on board the Vessels for ocean carriage between Ecuador and various ports of the world, including the United States.

20. On July 30, 2010, August 12, 2010, and August 27, 2010, Star Reefers issued its hire invoices to Kalistad for the M/V Avelona Star, each in the sum of \$283,924.58, for a total sum of \$851,773.74, but Kalistad failed to pay the invoices.

21. On June 2, 2009, and August 27, 2010, Star Reefers issued its hire invoices to Kalistad for the M/V Almeda Star, each in the sum of \$283,924.58, for a total sum of \$567,849.16, but Kalistad failed to pay the invoices.

22. On September 1, 2010, Star Reefers issued its hire invoice to Kalistad for the M/V Cape Town Star in the sum of \$258,055.50, but Kalistad failed to pay the invoice. After credits were applied to the invoice, Kalistad owes the amount of \$218,666.19.

23. The above invoices remain unpaid, although payment has been duly demanded.

24. Kalistad also wrongly deducted from hire payments for the M/V Avelona Star the sums of \$10,805.66 and the amount of \$767.85, for a total sum of \$11,573.51, which remains due and owing.

25. Kalistad also wrongly deducted from hire payments for the M/V Almeda Star the sums of \$8,056.85 and the amount of \$518.21, for a total sum of \$8,575.06, which remains due and owing.

26. On or about June 23-24, 2010, Kalistad, Whilm and Bonanza loaded the Cargo on the M/V Avelona Star ("the Vessel") at ports in Ecuador and carried the Cargo to the port of Evyap, Turkey under certain bills of lading; the Vessel arrived at that port and as instructed by Kalistad, Whilm and Bonanza, discharged the Cargo there on or about July 15-16, 2010.

27. On July 21, 2010, Kalistad, through Bonanza, instructed the Vessel to return to the port of Evyap, to load the Cargo there, and to transport the Cargo to Ecuador.

28. On July 29, 2010, at the direction of Kalistad and Bonanza, the Vessel called at the port of Tripoli, Libya, and the Vessel was arrested there. The Vessel remained under arrest at Libya until on or about October 20, 2010.

29. On September 15, 2010, at 08:49 hours, while the Vessel remained under arrest at Libya, Kalistad sent an email to Star Reefers purporting to redeliver the Avelona Star to

Star Reefers and to terminate the Charters, effective that same day, even though the earliest redelivery date under the Charters was approximately November 2011 and even though the Charters provide in clause 7 ("Re-delivery") that "Charterers shall give the Owners not less than ten days' approximate and 7, 3 and 1 day(s) definite notice at which port and on about which day the Vessel will be re-delivered." Kalistad has failed to pay hire under the Charters since then, and the unpaid charter hire due for the balance of the charter period after 15 September 2010 for the Vessels, as nearly as can be determined, is estimated to exceed the sum of \$13,000,000.

30. Despite due request by Star Reefers, Kalistad, Whilm and Bonanza wrongfully failed to remove the Cargo, to pay the charter hire due, or to cooperate in arranging for proper and safe discharge of the Cargo at the port of Libya or the port of Agadir, Morocco, where the Vessel planned to load her next cargo following the wrongful termination by Kalistad, all in breach of their obligations under the charter and bailment.

31. Consequently, Star Reefers was required to transport, handle, care for and store the Cargo that defendants abandoned on the Vessel during transit to and calls at the ports of Tripoli, Libya, Agadir, Morocco, and Casablanca, Morocco, and notified Kalistad, Whilm and Bonanza by email on or about October 27, 2010, that they should arrange to remove and take possession of the abandoned Cargo at the next port of discharge, New Bedford, Massachusetts, and to pay the amount of hire, demurrage, storage, handling and other charges for the transportation and handling of the Cargo that such defendants had wrongfully left on board the Vessel.

32. Star Reefers sent its invoice for such charges to Kalistad, Whilm and Bonanza dated 11 November 2010 in the sum of \$403,056, which sum included but was not limited to, the discharge costs and the first month of storage (November 15, 2010 – December

15, 2010) at New Bedford. Despite due demand for payment, Kalistad, Whilm and Bonanza have failed to pay the invoice to date.

33. On or about November 10-15, 2010, Star Reefers discharged the Cargo at the port of New Bedford, Massachusetts, to the custody of Maritime Terminal, Inc., 276 Macarthur Drive, New Bedford, Massachusetts 02740, acting on behalf of Star Reefers, to store and care for the Cargo pending payment of the invoices and hire to Star Reefers. To date, Star Reefers has incurred charges from Maritime Terminal, Inc. in the additional sum of \$5,760 per month, or a total of \$11,520 for December 15, 2010 - February 14, 2011, for storage and care of the Cargo.

34. Additionally, Star Reefers incurred charges in the sum of \$3,840 at the port of Agadir to shift and restow the Cargo to allow cargo operations on board the Vessel, and incurred costs at Turkey for transit fees of \$45,535 and port costs at Tripoli of \$38,450.

35. The Charters provide in Clause 17 as follows: "The Owners shall have a lien upon all cargoes and sub-freights belonging to the Time-Charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers shall have a lien on the Vessel for all moneys paid in advance and not earned."

36. Star Reefers has a maritime lien against the Cargo for the losses caused by defendants' breach of the Charter, including but not limited to loss of hire, extra costs for holding, transporting, caring for, discharging and storing the Cargo, interest, costs and attorneys' fees.

37. The Cargo constitutes upon information and belief goods and effects belonging to defendants which are subject to maritime arrest and/or attachment pursuant to Rules B and C of the Supplemental Rules for Certain Admiralty and Maritime Claims.

38. Upon information and belief Kalistad and Whilm had actual or constructive notice of the lien on the Cargo, the Charter lien provision, and the rights of Star Reefers under the Charters, prior to reloading of the containers at Evyap and prior to the Vessel's departure from Libya and from Agadir, Morocco on or about October 28, 2010, bound for New Bedford, Massachusetts. Upon information and belief Whilm, its director and its agents, including but not limited to Bonanza, knew that Kalistad and JFC had breached the charter by failing to pay hire on or before the notice by Kalistad on September 15, 2010, while the M/V Aveloña Star was under arrest at Libya.

39. The Charters provide that all disputes between Star Reefers and Kalistad are to be resolved by arbitration in London in accordance with English law. Upon information and belief plaintiff has commenced an arbitration proceeding against Kalistad and a court proceeding against JFC Group in London in respect to the claims for breach of the Charters and specifically reserves its right to arbitrate and litigate the substantive matters at issue herein in those London proceedings. This action is brought to obtain security in favor of plaintiff for the losses alleged herein and for such additional amounts as will cover plaintiff's anticipated costs in the instant action, as well as interest, all of which are recoverable as part of plaintiff's claims under applicable law.

40. All conditions precedent required of Plaintiff have been performed.

41. Plaintiff brings this action on its own behalf and on behalf of all others who may be interested as their interests may ultimately appear.

42. Under English law, including Section 63 of the English Arbitration Act of 1996 and the laws of the United Kingdom, recoverable costs including attorneys' fees, arbitrators' fees, disbursements and interest are recoverable. Attorneys' fees, arbitrators'

fees, disbursements and interest are presently estimated to be approximately \$300,000 for the three years which it is expected to take to obtain an arbitration award in favor of Star Reefers.

43. There is now due and owing the sum of at least \$2,160,839, plus interest, costs and attorneys' fees.

44. Plaintiff has requested that defendants make payment of the outstanding amounts due and claimed in this complaint, but defendants have failed and refused to make payment as required.

45. By reason of the premises, plaintiff (and those on whose behalf this suit is brought) have sustained damages in the sum of approximately \$2,160,839, plus interest, costs and attorneys' fees, as nearly as the same can now be estimated, no part of which has been paid, although payment thereof has been duly demanded. Plaintiff has a maritime lien against the Cargo described herein, in storage at Maritime Terminal, Inc., 276 Macarthur Drive, New Bedford, Massachusetts 02740, and files this complaint to enforce the lien pursuant to Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims. Plaintiff reserves its rights to increase this amount should its losses and damages ultimately be in excess thereof.

**SECOND CAUSE OF ACTION:
BREACH OF CHARTER – RULE B ATTACHMENT**

46. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 45 herein with the same force and effect as if set forth at length.

47. Upon information and belief, and after investigation, defendant Kalistad cannot be "found" within this District for the purpose of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, but plaintiff is informed that Kalistad has assets within this District comprising, *inter alia*, the Cargo belonging to or for the benefit of Kalistad

in storage at Maritime Terminal, Inc., 276 Macarthur Drive, New Bedford, Massachusetts 02740, and/or such other garnishees who may be served with a copy of the Process of Maritime Attachment and Garnishment issued herein.

48. The total amount sought by plaintiff to be attached pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims by plaintiff against Kalistad includes:

- a. Unpaid hire in the amount of \$1,658,438;
- b. Transport, discharge, storage and related costs for Turkey to New Bedford, Massachusetts carriage in the amount of \$502,401;
- c. Interest on the above sum at the rate of 6% per annum for three years, the estimated time it will take to obtain a final arbitration award, which interest is recoverable in arbitration, estimated to be \$388,951;
- d. Estimated costs, including legal fees, of London arbitration, which are recoverable, in the amount of \$300,000;

For a total claim of at least \$2,849,790, as nearly as can presently be determined.

**THIRD CAUSE OF ACTION:
BREACH OF CONTRACT OR BAILMENT**

49. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 48 herein with the same force and effect as if set forth at length.

50. Defendants have failed to compensate plaintiff for the hire or freight pursuant to the contract of carriage and/or bailment for the carriage and storage of the Cargo left

on board the Avelona Star after September 15, 2010, and plaintiff has suffered damages by such non-payment, although payment has been duly demanded.

WHEREFORE, Plaintiff prays that this Honorable Court:

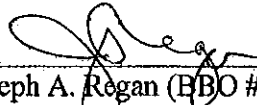
- a. That judgment in the sum of \$2,160,839 be entered in favor of plaintiff and against defendants, together with interest, costs and attorneys' fees;
- b. That process in due form of law according to the practice of this Court may issue against Defendants, citing them to appear and answer the foregoing, failing which a default will be taken against them for the principal amount of the claim of \$2,160,839, plus interest, costs and attorneys' fees;
- c. That the Cargo described herein at Maritime Terminal, Inc., 276 Macarthur Drive, New Bedford, Massachusetts 02740, be arrested pursuant to Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims and that said Cargo be condemned and sold to satisfy the judgment herein;
- d. That, if Defendants cannot be found within this District pursuant to Supplemental Rule B, that all tangible and intangible property of Defendants up to and including the claim of \$2,160,839 be restrained and attached, including, but not limited to the Cargo being held for the benefit of Defendants in its own name and/or any other garnishee(s) which may subsequently be identified and upon whom a copy of the Process of Maritime Attachment and Garnishment issued herein may be served; and

- e. That Plaintiff have such other, further and different relief as this Court may deem just and proper in the premises.

Dated: Boston, Massachusetts
January 25, 2011.

Respectfully submitted,

Plaintiff STAR REEFERS POOL INC., by its
attorneys,



Joseph A. Regan (BBO #543504)
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Schedule A

PAPERWORK REDUCTION ACT NOTICE: This request is in accordance with the Paperwork Reduction Act. We ask for the information in order to carry out the Bureau of Customs and Border Protection laws of the United States. This form is used by vessel carriers to list all inward cargo on board and for the clearance of all cargo on board with commercial forms. It is mandatory. The estimated average burden associated with this collection of information is 10 minutes per respondent or record keeper depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to Bureau of Customs and Border Protection, Information Services Branch, Washington, DC 20229 and to the Office of Management and Budget, Paperwork Reduction Project (1541-JVEN), Washington, DC 20503.

CAB Form 1407 (07/13)

1. Name of Vessel AVELONA STAR		2. Nationality of Ship BAHAMAS		3. IMO No. 8218163		4. Voyage No. 1008		Page No. Page 2 of 8		U.S. DEPARTMENT OF HOMELAND SECURITY Bureau of Customs and Border Protection	
5. Name of Master CASABLANCA		6. Last Foreign Port Before U.S. NEW BELFORD, MA		7. Date of Departure from Port of Loading		8. Time of Departure from Port of Loading (24hr)		INWARD CARGO DECLARATION 19 CFR 47.476, 48, 428, 434, 436, 438, 439, 438, 439, 437, 439, 439			
10. Shipper (ST) Consignee (CO) Notify address (NY)	11. Bill of Lading No.	12. Marks & Nos. (MW) Consignee No. (CN) Seal No. (SN)	13. No. & Kind of Packages Description of Goods Hazardous Materials (Hazard Labels UN Code)		14. Answer Col. 14 OR Col. 15: Gross Wt. (lb. or kg.)		15. Measurement (per HTS)		16. Final Port/Place Where Cargo is Loaded	17. Foreign Port Where Cargo is Loaded	
		GESU9091177	40' EMPTY REEFER CONTAINER		1 CNTRS						
		NM NM	40' EMPTY REEFER CONTAINER		1 CNTRS						
		GESU9110024	40' EMPTY REEFER CONTAINER		1 CNTRS						
		NM NM	40' EMPTY REEFER CONTAINER		1 CNTRS						
		GESU9110111	40' EMPTY REEFER CONTAINER		1 CNTRS						
		NM NM	40' EMPTY REEFER CONTAINER		1 CNTRS						
		GESU9110765	40' EMPTY REEFER CONTAINER		1 CNTRS						
		NM NM	40' EMPTY REEFER CONTAINER		1 CNTRS						
		GESU9127140	40' EMPTY REEFER CONTAINER		1 CNTRS						
		NM NM	40' EMPTY REEFER CONTAINER		1 CNTRS						
		GESU9145057	40' EMPTY REEFER CONTAINER		1 CNTRS						
		NM NM	40' EMPTY REEFER CONTAINER		1 CNTRS						
		GESU9146900	40' EMPTY REEFER CONTAINER		1 CNTRS						
		NM NM	40' EMPTY REEFER CONTAINER		1 CNTRS						
		GESU9148984	40' EMPTY REEFER CONTAINER		1 CNTRS						
		NM NM	40' EMPTY REEFER CONTAINER		1 CNTRS						
		GESU9156853	40' EMPTY REEFER CONTAINER		1 CNTRS						
		NM NM	40' EMPTY REEFER CONTAINER		1 CNTRS						
		GESU9187783	40' EMPTY REEFER CONTAINER		1 CNTRS						
		NM NM	40' EMPTY REEFER CONTAINER		1 CNTRS						
		GESU9215289	40' EMPTY REEFER CONTAINER		1 CNTRS						
		NM NM	40' EMPTY REEFER CONTAINER		1 CNTRS						
		GESU9225701	40' EMPTY REEFER CONTAINER		1 CNTRS						
		NM NM	40' EMPTY REEFER CONTAINER		1 CNTRS						
		GESU9257289	40' EMPTY REEFER CONTAINER		1 CNTRS						
		NM NM	40' EMPTY REEFER CONTAINER		1 CNTRS						
		GESU9276860	40' EMPTY REEFER CONTAINER		1 CNTRS						
		NM NM	40' EMPTY REEFER CONTAINER		1 CNTRS						

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1. Name of Vessel AVELONA STAR		2. Nationality of Ship BAHAMAS		3. IMO No. 8616168		4. Voyage No. 1008		Page No. Page 3 of 8		U.S. DEPARTMENT OF HOMELAND SECURITY Bureau of Customs and Border Protection INWARD CARGO DECLARATION 19 CFR 4.7, 4.7a, 4.8, 4.8a, 4.84, 4.86, 4.88, 4.91, 4.92, 4.98	
5. Name of Master CASABLANCA		6. Last Foreign Port Before U.S. NEW BEDFORD, MA		7. Port of Discharge NEW BEDFORD, MA		8. Date of Departure from Port of Loading		9. Date of Arrival from Port of Loading (Cal)		10. First Port/Place Where Cargo is Loaded on Board	
10. Shipper (SH) Consignee (CO) Notify address (NY)		11. Bill of Lading No.		12. Marks & Nos. (MA) Container Nos. (CN) Seal Nos. (SH)		13. No. & Kind of Packages Description of Goods Hazardous Materials (Must Provide UN Code)		14. Assesmt. Ctl. 14 OR CA. 15 Gross Wt. (lb. or kg.)		15. Measurement (per H 189)	
				GESUB277090 NIM NN		40' EMPTY REEFER CONTAINER 1 CNTRS					
				GESUB277264 NIM NN		40' EMPTY REEFER CONTAINER 1 CNTRS					
				GESUB313084 NIM NN		40' EMPTY REEFER CONTAINER 1 CNTRS					
				GESUB313232 NIM NN		40' EMPTY REEFER CONTAINER 1 CNTRS					
				GESUB381480 NIM NN		40' EMPTY REEFER CONTAINER 1 CNTRS					
				GESUB382058 NIM NN		40' EMPTY REEFER CONTAINER 1 CNTRS					
				GESUB390305 NIM NN		40' EMPTY REEFER CONTAINER 1 CNTRS					
				GESUB390518 NIM NN		40' EMPTY REEFER CONTAINER 1 CNTRS					
				GESUB391066 NIM NN		40' EMPTY REEFER CONTAINER 1 CNTRS					
				GESUB391359 NIM NN		40' EMPTY REEFER CONTAINER 1 CNTRS					
				GESUB391723 NIM NN		40' EMPTY REEFER CONTAINER 1 CNTRS					
				GESUB391750 NIM NN		40' EMPTY REEFER CONTAINER 1 CNTRS					
				GESUB391766 NIM NN		40' EMPTY REEFER CONTAINER 1 CNTRS					
				GESUB392870 NIM NN		40' EMPTY REEFER CONTAINER 1 CNTRS					

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OMB Form 1545-0011 (07/07)

1. Name of Vessel AVELOMA STAR		2. Nationality of Ship BAHAMAS		3. IMO No. 8816168		4. Voyage No. 1008		Page No. Page 4 of 8		U.S. DEPARTMENT OF HOMELAND SECURITY Bureau of Customs and Border Protection	
5. Name of Master CASABLANCA		6. Last Foreign Port Before U.S. NEW BEDFORD, MA		7. Port of Discharge NEW BEDFORD, MA		8. Date of Departure from Port of Loading		9. Time of Departure from Port of Loading (GMT)		INWARD CARGO DECLARATION 19 CFR 47.476, 4.8, 4.08, A.34, 4.38, 4.84, 4.05, 4.38, 4.81, 4.85, 4.89	
10. Shipper (SH), Consignee (CO), Party Address (PA)		11. Bill of Lading No.		12. Marks & Nos. (M/N), Consignee Nos. (CN), Seal Nos. (SN)		13. No. & Kind of Packages, Description of Goods, Hazardous Materials (Mark Properly on Code)		14. Assessor C.O.L. 14 OR C.O.L. 15 14. Census No., Bk. or No. 15. Measurement (per HTS)		16. First Party/Sec Where Cargo Trains Possession of Cargo 17. Foreign Port Where Cargo is Loaded on Board	
				GESUB393006		1 CNTRS					
				NM NM		40' EMPTY REEFER CONTAINER					
				GESUB393011		1 CNTRS					
				NM NM		40' EMPTY REEFER CONTAINER					
				GESUB393454		1 CNTRS					
				NM NM		40' EMPTY REEFER CONTAINER					
				GESUB393781		1 CNTRS					
				NM NM		40' EMPTY REEFER CONTAINER					
				GESUB393751		1 CNTRS					
				NM NM		40' EMPTY REEFER CONTAINER					
				GESUB3937017		1 CNTRS					
				NM NM		40' EMPTY REEFER CONTAINER					
				GESUB3937070		1 CNTRS					
				NM NM		40' EMPTY REEFER CONTAINER					
				GESUB3937393		1 CNTRS					
				NM NM		40' EMPTY REEFER CONTAINER					
				GESUB3937465		1 CNTRS					
				NM NM		40' EMPTY REEFER CONTAINER					
				GESUB3938121		1 CNTRS					
				NM NM		40' EMPTY REEFER CONTAINER					
				GESUB3938538		1 CNTRS					
				NM NM		40' EMPTY REEFER CONTAINER					
				GESUB3938559		1 CNTRS					
				NM NM		40' EMPTY REEFER CONTAINER					
				GESUB3938646		1 CNTRS					
				NM NM		40' EMPTY REEFER CONTAINER					
				GESUB3938836		1 CNTRS					
				NM NM		40' EMPTY REEFER CONTAINER					

PAPERWORK REDUCTION ACT NOTICE: This request is in accordance with the Paperwork Reduction Act. We ask for the information in order to carry out the Bureau of Customs and Border Protection laws of the United States. This form is used by vessel carriers to list all inward cargo on board and for the clearance of all cargo on board with commercial forms. It is mandatory. The estimated average burden associated with this collection of information is 10 minutes per respondent on record keeper depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to Bureau of Customs and Border Protection, Information Services Branch, Washington, DC 20229 and to the Office of Management and Budget, Paperwork Reduction Project (1551-0001), Washington, DC 20503.

1. Name of Vessel AVELONA STAR		2. Nationality of Ship BAHAMAS	3. IMO No. 8816168	4. Voyage No. 1008	Page No. Page 5 of 8	U.S. DEPARTMENT OF HOMELAND SECURITY Bureau of Customs and Border Protection INWARD CARGO DECLARATION 18 CFR 4.7, 4.7a, 4.8, 4.33, 4.34, 4.38, 4.84, 4.85, 4.86, 4.91, 4.93, 4.99	
5. Name of Master CASABLANCA	6. Last Foreign Port Before U.S. NEW BEDFORD, MA	7. Port of Destination NEW BEDFORD, MA	8. Date of Departure from Port of Loading	9. Time of Departure from Port of Loading (Zulu)	10. Page No. Page 5 of 8	11. First Day/Place Where Cargo Taken Possession of Cargo	12. Foreign Port Where Cargo is Laden on Board
13. Shipper (SH), Consignee (CO), Notify address (NY)	14. Bill of Lading No.	15. Marks & Nos. (MN), Commodity Nos. (CN), Seal Nos. (SN)	16. No. & Kind of Packages, Description of Contents, Hazardous Materials (Quant. Prohibits UN Code)	17. Assessor's Signature 18. Gross Wt., M., or Kg.	19. Measurement (Per HTS)	20. First Day/Place Where Cargo Taken Possession of Cargo	21. Foreign Port Where Cargo is Laden on Board
GESU9398175	NM NN	GESU9398175	1 CNTRS 40' EMPTY REEFER CONTAINER				
GESU9398370	NM NN	GESU9398370	1 CNTRS 40' EMPTY REEFER CONTAINER				
GESU9411028	NM NN	GESU9411028	1 CNTRS 40' EMPTY REEFER CONTAINER				
GESU9411080	NM NN	GESU9411080	1 CNTRS 40' EMPTY REEFER CONTAINER				
GESU9411434	NM NN	GESU9411434	1 CNTRS 40' EMPTY REEFER CONTAINER				
GESU9411646	NM NN	GESU9411646	1 CNTRS 40' EMPTY REEFER CONTAINER				
GESU9411692	NM NN	GESU9411692	1 CNTRS 40' EMPTY REEFER CONTAINER				
GESU9411732	NM NN	GESU9411732	1 CNTRS 40' EMPTY REEFER CONTAINER				
GESU9411789	NM NN	GESU9411789	1 CNTRS 40' EMPTY REEFER CONTAINER				
GESU9411795	NM NN	GESU9411795	1 CNTRS 40' EMPTY REEFER CONTAINER				
GESU9411888	NM NN	GESU9411888	1 CNTRS 40' EMPTY REEFER CONTAINER				
GESU9420008	NM NN	GESU9420008	1 CNTRS 40' EMPTY REEFER CONTAINER				
GESU9421160	NM NN	GESU9421160	1 CNTRS 40' EMPTY REEFER CONTAINER				
GESU9421601	NM NN	GESU9421601	1 CNTRS 40' EMPTY REEFER CONTAINER				

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CPD Form

SRD Form 1207 (03/2013)

Casey Evans 12/17/1971

1. Name of Vessel AVELONA STAR		2. Nationality of ship BAHAMAS		3. ILMC No. 0816169		4. Voyage No. 1008		Page No. Page 7 of 8		U.S. DEPARTMENT OF HOMELAND SECURITY Bureau of Customs and Border Protection	
5. Name of Master CASABLANCA		6. Port of Discharge NEW BEDFORD, MA		7. Date of Departure from Port of Loading		8. Time of Departure from Port of Loading (Zulu)		INWARD CARGO DECLARATION		18 CFR 4.7, 4.7a, 4.8, 4.83, 4.84, 4.85, 4.86, 4.91, 4.87, 4.89	
9. Shipper (S/N), Consignee (C/N), Notify address (N/A)		10. Bill of Lading No.		11. Marks & Nos. (MAN), Container Nos. (CN), Seal Nos. (SN)		12. No. & Kind of Packages, Description of Goods, Hazardous Materials (Other Than UN Class)		13. Gross Wt. (lb.), Measurement (cu ft)		14. First Package Where Carrier Takes Possession of Cargo	
GESU9477697		1		1		1		1		1	
NM NN		40		EMPTY REEFER CONTAINER		1		1		1	
GESU9491424		1		1		1		1		1	
NM NN		40		EMPTY REEFER CONTAINER		1		1		1	
GESU9491690		1		1		1		1		1	
NM NN		40		EMPTY REEFER CONTAINER		1		1		1	
GESU9491872		1		1		1		1		1	
NM NN		40		EMPTY REEFER CONTAINER		1		1		1	
GESU9491954		1		1		1		1		1	
NM NN		40		EMPTY REEFER CONTAINER		1		1		1	
GESU9492246		1		1		1		1		1	
NM NN		40		EMPTY REEFER CONTAINER		1		1		1	
GESU9492400		1		1		1		1		1	
NM NN		40		EMPTY REEFER CONTAINER		1		1		1	
GESU9525186		1		1		1		1		1	
NM NN		40		EMPTY REEFER CONTAINER		1		1		1	
GESU9526728		1		1		1		1		1	
NM NN		40		EMPTY REEFER CONTAINER		1		1		1	
GESU9527487		1		1		1		1		1	
NM NN		40		EMPTY REEFER CONTAINER		1		1		1	
GESU9527722		1		1		1		1		1	
NM NN		40		EMPTY REEFER CONTAINER		1		1		1	
GESU9527764		1		1		1		1		1	
NM NN		40		EMPTY REEFER CONTAINER		1		1		1	
GESU9527804		1		1		1		1		1	
NM NN		40		EMPTY REEFER CONTAINER		1		1		1	
GESU9437059		1		1		1		1		1	
NM NN		40		EMPTY REEFER CONTAINER		1		1		1	

Form Approved OMB No. 1551-0041

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CPD Form 1007 (07/07)

1. Name of Vessel AVELONA STAR		2. Nationality of Ship BAHAMAS		3. IMO No. 8816188		4. Voyage No. 1008		Page No. Page 8 of 8		U.S. DEPARTMENT OF HOMELAND SECURITY Bureau of Customs and Border Protection INWARD CARGO DECLARATION 19 CFR 4.7, 4.7a, 4.8, 4.53, 4.54, 4.56, 4.84, 4.85, 4.86, 4.91, 4.93, 4.99	
5. Name of Master CASABLANCA		6. Last Foreign Port Before U.S. NEW BEDFORD, MA		7. Port of Discharge MA		8. Date of Departure from Port of Loading		9. Time of Departure from Port of Loading (24h)		10. Total Port/Piece Wharf Charges and Customs Duties	
10. Shipper (SH) Consignee (CO) Notify address (NY)		11. Bill of Lading No.		12. Marks & Nos. (M/N), Container Nos. (CN), Seal Nos. (SN)		13. No. & Kind of Packages Description of Goods Hazardous Materials (Mark Proper UN Code)		14. Answer Qs. 14 OR Qs. 15 Gross Wt., Gb. or Kg.)		15. Measurement (Per 1109)	
				SC2U4974883 NM NM		1 CONTN 40' EMPTY REEFER CONTAINER				16. Foreign Port Where Cargo is Loaded on Board	

TOTALS FOR PORT CONSTANTINOPLE

Total Container Qty For Current Port:	96
Total Cargo Qty For Current Port:	96
Total Cargo Weight For Current Port:	423,352

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CRB Form 1007 (07/07)

